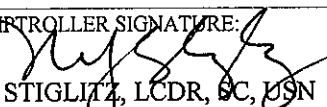

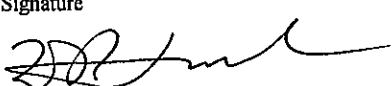
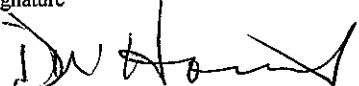


# SUPPORT AGREEMENT

1. AGREEMENT NUMBER N62649-01308-200		2. SUPERSEDED AGREE NO. (If this replaces another agreement)		3. EFFECTIVE DATE:		4. EXPIRATION DATE: Indefinite <input checked="" type="checkbox"/>	
5. SUPPLYING ACTIVITY				6. RECEIVING ACTIVITY			
a. NAME AND ADDRESS U.S. Fleet and Industrial Supply Center, Yokosuka PSC 473, BOX 11 FPO AP 96349-0011 Yokosuka Japan 96349-0011  TELE / FAX / EMAIL: Voice: DSN 315-243-8483 Fax: DSN 315-243-6184 E-mail: Yoshiko_Matsuzaki@yoko.fisc.navy.mil				a. NAME AND ADDRESS Commander, Military Sealift Command, Far East PSC 471 FPO AP 96347-2600  TELE / FAX / EMAIL: Voice: DSN :269-6469 Fax: DSN: 269-6714 E-mail: gerald.lewis@msc.navy.mil			
b. MAJOR COMMAND NAVSUPSYSCOM				b. MAJOR COMMAND COMSC			
7. SUPPORT PROVIDED BY SUPPLIER							
a. SUPPORT (Specify what, when, where, and how much)				b. BASIS FOR REIMBURSEMENT		c. ESTIMATED REIMBURSEMENT	
SUPPORT REQUIREMENTS ATTACHED: <input checked="" type="checkbox"/>				Total Est Reimbursement		\$27,087.000	
				Total Est Non-Reimbursement:		\$0.000	
8. SUPPLYING COMPONENT				9. RECEIVING COMPONENT			
a. COMPTROLLER SIGNATURE:  M. J. STIGLITZ, LCDR, SC, USN		b. DATE SIGNED 10/29/01		a. COMPTROLLER SIGNATURE:  J. YAREMKO		b. DATE SIGNED 12/6/01	
c. APPROVING AUTHORITY				c. APPROVING AUTHORITY			
(1) Typed Name D. R. SMOAK, CAPT, SC, USN				(1) Typed Name D. W. HARRIS, CAPT, USN			
(2) Organization Commanding Officer, FISC Yokosuka, Japan		(3) Telephone Number DSN: 243-7077		(2) Organization Commander, Military Sealift Command, Far East		(3) Telephone Number DSN 269-6318	
(4) Signature 		(5) Date Signed 11/5/01		(4) Signature 		(5) Date Signed 1/30/02	
10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)							
a. APPROVING AUTHORITY SIGNATURE				b. DATE SIGNED		a. APPROVING AUTHORITY SIGNATURE	
						b. DATE SIGNED	

**11. GENERAL PROVISIONS** (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing, and reimbursement instructions.)

a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)

b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of  
Commander, Military Sealift Command, Far East \_\_\_\_\_ prior to changing or cancelling support.

c. The component providing reimbursable support in this agreement will submit statements of costs to:

Commander, Military Sealift Command, Far East \_\_\_\_\_

d. All rates expressing the unit of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.

e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

**YES**

**h. Distribution:**

Commander Military Sealift Command, Far East  
PSC 471, FPO AP 96347-2600  
Commander Military Sealift Command, ATTN: N4  
914 Charles Morris CT SE, Washington Navy Yard, DC 20398-5540  
Commander, Naval Supply Systems Command  
5450 Carlisle Pike PO Box 2050, Mechanicsburg, PA 17055-0791  
Commander, US Naval Forces Japan, ATTN: N43  
PSC 473 Box 12, FPO AP 96349-0012  
Commander, US Forces Japan, ATTN: J4  
Yokota Air Base Japan, APO AP 96328

ADDITIONAL GENERAL PROVISIONS ATTACHED: ☐

**12. SPECIFIC PROVISIONS** (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

1. Column 7c "Estimated Reimbursement" of this agreement is based on historical data and the assumption that the regional contract administrative offices will perform the majority of the Administrative Contracting Officer (ACO) duties. However, if the regional contract administrative offices cannot support the ACO duties, and FISC Yokosuka personnel have to assume these responsibilities, the reimbursement amount is subject to change. Prior to the start of availability, FISC Yokosuka will notify MSCFE if additional funding is required. MSCFE agrees to fund the actual costs for overtime and travel directly related to MSCFE requirements.

2. See Attachment (MOA signed 20 Jun 01) for Additional Specific Provisions.

ADDITIONAL SPECIFIC PROVISIONS ATTACHED:

☒

## Agreements Reimbursements Report

04 Oct 2001

Agreement Number N62649-01308-200

Supplier: U.S. Fleet and Industrial Supply Ce MAJCOM NAVSUPSYSCOM

Receiver Commander, Military Sealift Comm MAJCOM COMSC

Support Category	Basis for Reimburesment	Per Unit Cost	Prior FY Cost	Unit Factor	Estimated Reimbursement
MGMT					
	OT (subject to actual cost)	\$30.290	No	300	\$9,087.000
	TAD (subject to actual cost)	\$6,000.000	No	3	\$18,000.000
REPORT/EVAL			No		\$0.000
TERMS			No		\$0.000
Grand Total:					\$27,087.000

## **MEMORANDUM OF AGREEMENT**

### **COMMANDER, MILITARY SEALIFT COMMAND, FAR EAST AND COMMANDING OFFICER, U.S. FLEET AND INDUSTRIAL SUPPLY CENTER, YOKOSUKA**

#### **1. BACKGROUND:**

Commander, Naval Supply Systems Command approved the U.S. Fleet and Industrial Supply Center (FISC) Business Case Analysis (BCA) to partner with Military Sealift Command, Far East for the performance of contracting and procurement support. The objective of the partnership was to reduce cost and increase effectiveness of the contracting function by taking full advantage of regionalization and reduced duplication. Commander, Military Sealift Command concurred in establishing a test partnership. The test partnership was executed on 27 July 1998. During the course of the test partnership, three formal evaluations were conducted by MSCFE and FISC Yokosuka. The results of all three evaluations were satisfactory. Consequently, a permanent partnership was agreed to with the approval of a Memorandum of Agreement, as signed by both parties on 03 August 1999. Upon completion of a review of the performance and stipulations of the initial agreement, the parties agree to continue this partnership as set forth herein.

#### **2. SCOPE OF SERVICES TO BE PROVIDED:**

FISC Yokosuka shall perform all contracting and legal support for supplies and services required by MSCFE under the terms of this MOA in the Far East area of operation (AOR).

FISC Yokosuka and MSCFE executed a budget-based transfer of the direct labor costs associated with the contracting function, including salary for one transferred GS-1102-12 billet, living quarters allowance (LQA), and fringe benefits. Indirect costs, including, but not limited to overtime and travel, will remain reimbursable by MSCFE.

In conjunction with the ongoing initiative to develop Guam Shipyard as a strategic ship repair facility, MSC will continue to provide all contracting and legal services required to support work on Navy assets in Guam.

The terms of this MOA, particularly those relating to the budget-based transfer of various costs, reflect a basic assumption regarding the estimated annual workload for the repair and maintenance of Naval Fleet Auxiliary Force (NFAF) vessels operating in the MSCFE AOR. The expected workload (exclusive of work performed at Guam Shipyard) consists of approximately four regularly scheduled maintenance periods (Mid-Term Availabilities (MTA) and/or Regular Overhauls (ROH)) and eight Voyage Repairs (VR). The parties agree that should FISC Yokosuka experience an unprogrammed increase in ship maintenance or repair work over that discussed above, whether as a result of changes to the situation on Guam or otherwise, a change to the terms of this MOA may be warranted.

### 3. DURATION OF AGREEMENT:

This agreement is effective on the date signed by both parties. It may be canceled by either party upon 30 days written notice.

### 4. WORKLOAD MANAGEMENT:

FISC Yokosuka will:

- Assign, review, and approve workload.
- Perform quality control functions for contracting actions.
- Perform legal review of procurement issues.
- Provide full-time ACO support.
- Provide Simplified Acquisition support.
- Issue required Contracting Officer warrants.
- Provide a FISC contracting representative to attend the weekly MSCFE ship repair status and scheduling meeting and one MSCFE staff meeting a week, when an MSCFE vessel is in a repair cycle administered by FISC, and provided both meetings are held on the same day. MSCFE will provide reasonable notice to FISC Yokosuka when changing this schedule.
- Work closely with MSCFE to develop mutually acceptable acquisition strategies with respect to contract type, evaluation method, procurement milestones, and area of solicitation.
- Use the Master Ship Repair Contract format generated by the Standard Procurement System (SPS) for ROHs, MTA, and VR's, incorporating inputs from MSCFE and MSC Headquarters.
- Develop Plans of Actions and Milestones (POA&M) within five days of receipt of a specification package, using the COMSC advanced planning milestones contained in "Planning for MSC Availabilities" (COMSCINST 4700.14 series) as a guide. FISC Yokosuka will obtain MSCFE N7 concurrence and provide updates to the procurement milestones.
- Award to a single contractor, unless a multiple award strategy is agreed to by the MSCFE N7.
- Participate in Post Overhaul Analysis (POA) meetings that are normally conducted at NFAF West offices in San Diego, CA not later than 60 days after each MTA and ROH. "Participation" can include a sending representation to the meetings, or providing requested data for the POA meeting, as requested by MSCFE. TAD costs to attend the conferences will be provided by MSCFE.
- Confer with MSCFE prior to settling claims.
- Provide electronic copies of contracts to MSCFE for internal distribution

MSCFE will:

- Submit Simplified Acquisition Procedure (SAP) requirements to FISC Yokosuka C201.
- Submit ship repair contracting requirements to FISC Far East Contracting Department consistent with the milestones promulgated in COMSCINST 4700.14. Provide an annual

ship repair workload forecast for availabilities and voyage repairs with updates as required.

- Provide funding for ship repair contracts no later than 5 days prior to initial contract award (normally at time A-45) and additional funding as necessary to support modifications in a timely manner.
- Order and provide all Government Furnished Material (GFM) for ship repair actions.
- Process invoices, arrange payments, and provide copies of paid vouchers to FISC.
- Perform payment certification. Complete the FISC contract completion statement for each contracting action, certifying that the stipulated work has been completed and is acceptable to the U.S. Government.
- Retain management responsibility for the MSCFE commercial purchase card program.
- Assign Port Engineers to assist in the award and administration of ship repair contracts and to participate in the technical evaluation of proposals.
- Nominate Port Engineers for appointment as Contracting Officer Representatives (COR), as well as other qualified personnel as Alternate CORs (ACOR), as necessary. NAVSUPINST 4205.3B and COMSCINST 4205.4 apply.
- Assist in the performance of pre-award site surveys when contracting with new shipyards.
- Reimburse FISC Yokosuka for all Overtime and TAD expenses incurred as a direct result of supporting an MSCFE procurement and ship availability.

## 5. TERMS:

FISC Yokosuka will be responsible for TAD costs associated with any work other than MSCFE contracting requirements. Cost of overtime and TAD costs incurred by FISC Yokosuka employees for MSCFE work will be reimbursed by MSCFE. The process for billing and reimbursement will be as follows:

- At the beginning of each fiscal year, FISC Yokosuka will develop a forecast of TAD/Overtime funding requirements for that year, based upon the MSC Maintenance Schedules. FISC will submit a request for the TAD and overtime funding to MSCFE N8.
- MSCFE will provide a fund document to FISC Yokosuka Code 50 to cover the estimated funding requirements.

FISC Yokosuka will process requirements to meet the average Procurement Action Lead-Time (PALT) detailed in Attachment (1).

MSCFE will continue use of the commercial purchase card to the maximum extent practicable.

MSCFE work shall receive the same priority as that assigned to work processed on behalf of other 7<sup>th</sup> Fleet Naval units.

## 6. REPORTING REQUIREMENTS:

The following reports will be submitted by FISC Yokosuka to MSCFE as required:

Monthly (NLT COB on the 15<sup>th</sup> of the month following the month covered by the report)  
Standard Procurement System (SPS) status reports for Simplified Acquisition Procedures (SAP)  
including purchase orders, GSA orders, and delivery orders to include:

- Awards/Obligations – Purchase Orders and Delivery Orders awarded, including PIIN, amount of action, date of order, date of delivery, Procurement Action Lead-Time (PALT).
- SAP Workload – work assigned, current in-house total of MSCFE requirements, total in-house requirements.

Status of major contract work in progress.

Lessons learned.

On-site reports: During the MTA or ROH, FISC Yokosuka will provide to the MSC Port Engineer in Charge a weekly status report detailing the number and value of Requests for Proposal issued and settled, contract modifications issued, the balance of additional requirements available and funds status.

## 7. EVALUATION CRITERIA:

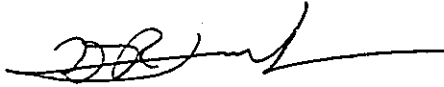
After execution of this MOA, FISC Yokosuka's contracting performance will be evaluated at 12-month (annual) intervals.

Performance evaluations will be based upon:

- Timeliness during MTAs/ROHs and Voyage Repairs in accordance with COMSCINST 4700.14 series, customer requirements, and approved POA&Ms. Other actions will be awarded in accordance with the timelines contained in Attachment (1).
- Responsiveness, particularly for emergent requirements. FISC will make every effort to meet Required Delivery Dates (RDD).
- FISC Yokosuka shall comply with the requirement to award MTA/ROH ship repair packages to a single contractor. Unless written concurrence is received from the MSCFE engineer, all MTAs/ROHs shall be performed by contractors possessing valid MSRAs qualifying them to perform the entire scope of work.
- Satisfactory ACO performance as exhibited by timely completion of contract modifications, prompt negotiations and documentation including business clearances, and fair treatment of contractors while protecting the government's best interests through settled prices and contract terms.
- Timeliness and accuracy of SAP reports.

## 8. IMPLEMENTATION:

This MOA will be implemented by FISC Yokosuka and MSCFE in accordance with locally developed Plans of Action and Milestones. Local implementation may include may include supplemental details and information as required.



D. R. SMOAK  
Captain, Supply Corps, USN  
Commanding Officer  
U.S. Fleet and Industrial Supply Center,  
Yokosuka

20 June '01  
DATE

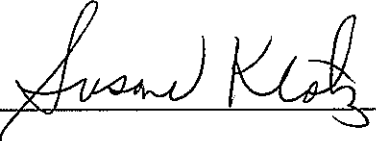


R. L. SWEENEY  
Captain, USN  
Commander  
Military Sealift Command,  
Far East


15 JUN '01  
DATE

CERTIFICATION DOCUMENT

The Supplier's Personnel Support Division has reviewed this agreement and found an additional manpower is/~~is not~~ required.

Sign  Date 10-9-01

The Supplier's Security Office has reviewed this agreement and found to have no security impact.

Sign  Date 10-22-01

The Supplier's Legal Counsel has reviewed this agreement and found to be legally sufficient.

Sign  Date 10/25/01